

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8

IN THE MATTER OF:

**BOUNTIFUL/WOODS CROSS/5th SOUTH
PCE PLUME NPL SITE**

Unknown Source Plume

SSID #08-8G, OU #02

BOUNTIFUL CLEANERS, INC.,

Respondent.

Proceeding Under Sections 104, 122(a), and
122(d)(3) of the Comprehensive Environmental
Response, Compensation, and Liability Act,
as amended (42 U.S.C. §§ 9604, 9622(a),
and 9622(d)(3)).

U.S. EPA Docket No. **CERCLA-08-2003-0002**

**ADMINISTRATIVE ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION
OPERABLE UNIT #02**

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Exhibits: Exhibit A – Statement of Work

I. INTRODUCTION

1. This Administrative Order on Consent ("Consent Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Bountiful Cleaners, Inc. ("Respondent"). The Consent Order concerns the preparation and performance of a portion of the remedial investigation ("RI") for the Bountiful/Woods Cross/5th South PCE Plume NPL Site (the "Site"), and reimbursement of all Future Response Costs (as defined below) incurred by EPA in connection with the work performed pursuant to this Consent Order..

II. JURISDICTION

2. This Consent Order is issued under the authority vested in the President of the United States by Sections 104, 122(a) and 122(d)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9622(a), 9622(d)(3) ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (1987), and subsequently delegated to the EPA Region 8 Director of the Superfund Remedial Response Program, Office of Ecosystem Protection and Remediation for technical issues and to the Directors of the Technical and Legal Enforcement Programs, Office of Enforcement, Compliance, and Environmental Justice for enforcement and cost recovery issues by EPA Delegation No. 14-14-C.

3. The Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. In any action by EPA or the United States to enforce the terms of this Consent Order, Respondent consents to and agrees not to contest the authority or jurisdiction of EPA to issue or enforce this Consent Order, and agrees not to contest the validity of this Consent Order or its terms.

III. PARTIES BOUND

4. This Consent Order shall apply to and be binding upon EPA and shall be binding upon and inure to the benefit of Respondent, its agents, successors, assigns, officers, directors and principals. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in the ownership or corporate status of the Respondent or of the Facility shall alter Respondent's responsibilities under this Consent Order.

5. The Respondent shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred. Respondent shall provide a copy of this Consent Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order, within fourteen

(14) days after the effective date of this Consent Order or the date of retaining their services, whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Consent Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Consent Order and for ensuring that its subsidiaries, employees, contractors, consultants, subcontractors, agents and attorneys comply with this Consent Order.

IV. STATEMENT OF PURPOSE

6. In entering into this Consent Order, the objectives of EPA and the Respondent are:

(a) to determine the nature and extent of contamination and any threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Facility (as defined below), by conducting a portion of the remedial investigation;

(b) to recover Future Response Costs incurred by EPA with respect to this Consent Order.

7. The activities conducted under this Consent Order are subject to approval by EPA and shall provide a portion of the necessary information for the RI and for a record of decision that is consistent with CERCLA and the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. The activities conducted under this Consent Order shall be conducted in compliance with all applicable EPA guidances, policies, and procedures.

V. EPA's FINDINGS OF FACT

8. The property which is the subject of this Consent Order is the Bountiful Cleaners, Inc. facility (the "Facility"). The Facility is a parcel of land approximately one acre in size and is located at 344 South, 500 West, in Bountiful, Davis County, Utah. The Facility is the location of a dry cleaning establishment owned and operated by Respondent.

9. Sampling conducted by EPA's contractor and others has revealed the presence of various chlorinated solvents, including tetrachloroethylene ("PCE"), in soil and groundwater underlying the Facility.

10. The primary potential contaminant migration pathways for the Facility is release to ground water and through the indoor air.

11. The Site was proposed for listing on the National Priorities List ("NPL") in the Federal Register on December 1, 2000, and was placed on the final NPL on September 13, 2001.

12. The Respondent, Bountiful Cleaners, Inc. is the owner of the Facility.

VI. EPA's CONCLUSIONS OF LAW AND DETERMINATIONS

13. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). The Bountiful Cleaners, Inc. Facility lies within the boundaries of the Site.

14. Wastes and constituents thereof at the Facility, identified in paragraph 9, are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), or constitute "any pollutant or contaminant" that may present an imminent and substantial danger to public health or welfare under Section 104(a)(1) of CERCLA.

15. The presence of hazardous substances at the Facility or the past, present or potential migration of hazardous substances currently located at or emanating from the Facility, constitute actual and/or threatened "releases" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

16. Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

17. Respondent, as the current owner and operator of the Facility, is a responsible party under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622.

18. The actions required by this Consent Order are necessary to protect the public health or welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

VII. NOTICE

19. By providing a copy of this Consent Order to the State of Utah Department of Environmental Quality, EPA is notifying the State that this Consent Order is being issued and that EPA is the lead agency for coordinating, overseeing, and enforcing the response action required by the Consent Order.

VIII. WORK TO BE PERFORMED

20. All work performed under this Consent Order shall be under the direction and supervision of qualified personnel. Within thirty (30) days of the effective date of this Consent Order, and before the work outlined below begins, the Respondent shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such work. The qualifications of the persons undertaking the work for Respondent shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Consent Order is contingent upon Respondent's demonstration to EPA's satisfaction that Respondent is qualified to perform properly and promptly, the actions set forth in this Consent Order. If EPA disapproves in writing of any person(s)' technical qualifications, Respondent shall notify EPA of the identity and qualifications of the replacement(s) within thirty (30) days of the written notice. If EPA subsequently disapproves of the replacement(s), EPA reserves the right to terminate this Consent Order, to conduct a complete RI, and to seek reimbursement for costs and penalties from Respondent. During the course of the RI, Respondent shall notify EPA in writing of any changes or additions in the personnel used to carry out such work, providing their names, titles, and qualifications. EPA shall have the same right to approve changes and additions to personnel as it has hereunder regarding the initial notification.

21. Respondent shall conduct activities and submit deliverables as provided by the Statement of Work (the "SOW"), attached hereto as Exhibit A, which is incorporated by reference, for the development of a portion of the RI. All such work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA"(OSWER Directive # 9355.3-01), "Guidance for Data Useability in Risk Assessment" (OSWER Directive #9285.7-05) and guidances referenced therein, and guidances referenced in the Work Plan, as may be amended or modified by EPA. The general activities that Respondent is required to perform are identified in the SOW. Deliverables identified in the SOW and Work Plan shall be submitted to EPA as provided therein. All work performed under this Consent Order shall be in accordance with the schedules therein and in full accordance with the standards, specifications, and other requirements of the Work Plan and sampling and analysis plan, as initially approved or modified by EPA, and as may be amended or modified by EPA from time to time. For the purposes of this Consent Order, day means calendar day unless otherwise noted in the Consent Order.

22. EPA reserves the right to comment on, modify and direct changes for all deliverables. At EPA's discretion, Respondent must fully correct all deficiencies and incorporate and integrate all information and comments supplied by EPA either in subsequent or resubmitted deliverables.

23. Respondent shall not proceed further with any subsequent activities or tasks until receiving EPA approval for the following deliverables: Work Plan, Sampling and Analysis Plan, Health and Safety Plan, and draft Remedial Investigation Report. While awaiting EPA approval on these deliverables, Respondent shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth in this Consent Order.

24. For all remaining deliverables not enumerated above in paragraph 23, Respondent shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondent from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI.

25. In the event that Respondent amends or revises a report, plan, or other submittal upon receipt of EPA comments, if EPA subsequently disapproves of the revised submittal, or if subsequent submittals do not fully reflect EPA's directions for changes, EPA retains the right to seek stipulated or statutory penalties, perform its own studies, complete the RI (or any portion of the RI) under CERCLA and the NCP, and seek reimbursement from the Respondent for its costs, and/or seek any other appropriate relief.

26. In the event that EPA takes over some of the tasks, but not the preparation of the RI, Respondent shall incorporate and integrate information supplied by EPA into the final RI report.

27. Neither failure of EPA to expressly approve or disapprove of Respondent's submissions within a specified time period(s), nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondent's deliverables, Respondent is responsible for preparing deliverables acceptable to EPA.

28. Respondent shall, prior to any off-site shipment of hazardous substances from the Site to a waste management facility, provide written notification to the appropriate state environmental official in the receiving state and to EPA's Designated Project Coordinator of such shipment of hazardous substances. However, the notification of shipments shall not apply to any such off-site shipments when the total volume of such shipments will not exceed ten cubic yards.

(a) The notification shall be in writing, and shall include the following information, where available: (1) the name and location of the facility to which the hazardous substances are to be shipped; (2) the type and quantity of the hazardous substances to be shipped; (3) the expected schedule for the shipment of the hazardous substances; and, (4) the method of transportation. Respondent shall notify the receiving state of major changes in the shipment plan, such as a decision to ship the hazardous substances to another facility within the same state, or to a facility in another state.

(b) The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the RI. Respondent shall provide all relevant information, including information under the categories noted in paragraph 29(a) above, on the off-site shipments, as soon as practicable after the award of the contract and before the hazardous substances are actually shipped.

IX. MODIFICATION OF THE WORK PLAN

29. If, at any time during the process of conducting work under this Consent Order, Respondent identifies a need for additional data, a memorandum documenting the need for additional data shall be submitted to the EPA Project Coordinator within twenty (20) days of identification. EPA, in its discretion, will determine whether the additional data will be collected by Respondent and whether it will be incorporated into reports and deliverables.

30. In the event of conditions posing an immediate threat to human health or welfare or the environment, Respondent shall notify EPA and the State immediately. In the event of unanticipated or changed circumstances at the Facility, Respondent shall notify the EPA Project Coordinator by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the Work Plan, EPA shall modify or amend the Work Plan in writing accordingly. Respondent shall perform the tasks set forth in the Work Plan as modified or amended.

31. EPA may determine, that in addition to tasks defined in the initially approved Work Plan, other additional work may be necessary to accomplish the objectives of this Consent Order. EPA may request that the Respondent perform this work in addition to those required by the initially approved Work Plan, including any approved modifications. Respondent shall notify EPA whether it will or will not agree to perform the additional work in writing to EPA within seven (7) days of receipt of the EPA request. If Respondent agrees to perform this additional work under this agreement, the additional work shall be completed according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the Work Plan or written Work Plan supplement. EPA reserves the right to

conduct the additional work itself at any point, to seek reimbursement from Respondent, and/or to seek any other appropriate relief.

X. QUALITY ASSURANCE

32. Respondent shall assure that work performed, samples taken and analyses conducted conform to the requirements of the Work Plan, the Quality Assurance Project plan ("QAPP"), and guidances identified therein. Respondent will assure that field personnel used by Respondent are properly trained in the use of field equipment and in chain of custody procedures.

XI. FINAL RI, PROPOSED, PLAN, PUBLIC COMMENT, RECORD OF DECISION, ADMINISTRATIVE RECORD

33. EPA retains the responsibility for the release to the public of the RI report. EPA retains responsibility for the preparation and release to the public of the proposed plan and record of decision in accordance with CERCLA and the NCP.

34. EPA shall provide Respondent with the final RI report, proposed plan and record of decision.

35. EPA will determine the contents of the administrative record file for selection of the remedial action.

XII. PROGRESS REPORTS AND MEETINGS

36. Respondent shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI. In addition to discussion of the technical aspects of the RI, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion.

37. In addition to the deliverables set forth in this Consent Order, Respondent shall provide to EPA monthly progress reports by the 10th day of the following month. At a minimum, with respect to the preceding month, these progress reports shall: (a) describe the actions which have been taken to comply with this Consent Order during that month; (b) include all results of sampling and tests and all other data received by the Respondent; (c) describe work planned for the next two months with schedules relating such work to the overall project schedule for RI completion; and, (d) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

XIII. SAMPLING, ACCESS, AND DATA AVAILABILITY/ADMISSIBILITY

38. All results of sampling, tests, modeling or other data (including raw data) generated by Respondent, or on Respondent's behalf, during implementation of this Consent Order, shall be submitted to EPA in the subsequent monthly progress report as described in Section XII of this Consent Order. EPA will make available to the Respondent validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

39. Respondent will orally notify EPA at least fifteen (15) days prior to conducting significant field events as described in the Work Plan or Sampling and Analysis Plan. At EPA's oral or written request, or the request of EPA's oversight assistant, Respondent shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) of any samples collected by the Respondent in implementing this Consent Order. All split samples of Respondent shall be analyzed by the methods identified in the QAPP.

40. At all reasonable times, EPA and its authorized representatives shall have the authority to enter and freely move about all property at the Facility and off-site areas where work, if any, is being performed, for the purposes of inspecting conditions, activities, the results of activities, records, operating logs, and contracts related to the Facility or Respondent and its contractor pursuant to this Consent Order; reviewing the progress of the Respondent in carrying out the terms of this Consent Order; conducting tests as EPA or its authorized representatives deem necessary; using a camera, sound recording device or other documentary type equipment; and verifying the data submitted to EPA by the Respondent. The Respondent shall allow these persons to inspect and copy all records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this Consent Order, subject to a claim of privilege asserted in accordance with paragraph 41 below. Nothing herein shall be interpreted as limiting or affecting EPA's right of entry or inspection authority under federal law. All parties with access to the Facility under this paragraph shall comply with all approved health and safety plans.

41. The Respondent may assert a claim of business confidentiality covering part or all of the information submitted to EPA pursuant to the terms of this Consent Order under 40 C.F.R. Section 2.20., provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). This claim shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated at the time the claim is made. Information determined to be confidential by EPA will be given the protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA or the state without further notice to the Respondent. Respondent agrees not to assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring. In addition, Respondent may assert that documents, records or other information are

privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and, (f) the privilege asserted. However, no documents, reports or other information created or generated pursuant to the requirements of this Consent Order shall be withheld on the grounds that they are privileged. Respondent shall retain all records and documents that they claim to be privileged until any such dispute has been resolved.

42. Respondent waives any objections to any data gathered, generated, or evaluated under the terms of this Consent Order by EPA, the State or Respondent in the performance or oversight of the work that has been verified according to the quality assurance/quality control ("QA/QC") procedures required by the Consent Order or any EPA-approved Work Plans or Sampling and Analysis Plans. If Respondent objects to any other data relating to the RI, Respondent shall submit to EPA a report that identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within fifteen (15) days of the monthly progress report containing the data.

43. If the Site, or the off-site area that is to be used for access is within the scope of the Work Plan approved under this Consent Order and is owned in whole or in part by parties other than those bound by this Consent Order, Respondent will obtain, or use its best efforts to obtain, Site access agreements from the present owner(s) within sixty (60) days of the effective date of this Consent Order. Such agreements shall provide access for EPA, its contractors and oversight officials, the State and its contractors, and the Respondent or its authorized representatives, and such agreements shall specify that Respondent is not EPA's representative with respect to liability associated with Site activities. Copies of such agreements shall be provided to EPA prior to Respondent's initiation of field activities. Respondent's best efforts shall include providing reasonable compensation to any off-site property owner. If access agreements are not obtained within the time referenced above, Respondent shall immediately notify EPA of its failure to obtain access. EPA may obtain access for the Respondent, perform those tasks or activities with EPA contractors, or terminate the Consent Order in the event that Respondent cannot obtain access agreements. In the event that EPA performs those tasks or activities with EPA contractors and does not terminate the Consent Order, Respondent shall perform all other activities not requiring access to that site and shall reimburse EPA for all costs incurred in performing such activities. Respondent additionally shall integrate the results of any such tasks undertaken by EPA into its reports and deliverables. Furthermore, Respondent agrees to indemnify the U.S. Government as specified in Section XXIV of this Consent Order.

Respondent also shall reimburse EPA for all costs and attorney fees incurred by the United States to obtain access for the Respondent pursuant to this paragraph.

XIV. DESIGNATED PROJECT COORDINATORS

44. Documents including reports, approvals, disapprovals, and other correspondence which must be submitted under this Consent Order, shall be sent by certified mail, return receipt requested, to the following addressees or to any other addressees which the Respondent and EPA designate in writing:

- (a) Three copies of documents to be submitted to EPA should be sent to:

Russell LeClerc
Superfund Remedial Section, 8EPR-SR
US EPA, Region VIII
999 18th Street, Suite 300
Denver, CO 80202-2466

- (b) Documents to be submitted to the Respondent should be sent to:

Bryce Bangerter
c/o Bountiful Cleaners, Inc.
344 South 500 West
Bountiful, UT 84010

Lucy B. Jenkins
Jones Waldo Holbrook & McDonough
1500 Wells Fargo Plaza
170 South Main Street
Salt Lake City, Utah 84101-1644

-and-

Christopher D. Mikell
Bowen Collins & Associates, Inc.
756 East 12200 South
Draper, Utah 84020

45. EPA hereby designates Russell LeClerc (as identified in paragraph 44, above) as its Project Coordinator. Bountiful Cleaners, Inc. hereby designates Bryce Bangerter (as identified in paragraph 44, above), as its Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. To the maximum extent possible, communications between the

Respondent and EPA shall be directed to the Project Coordinator by U.S. mail, e-mail, or via fax with copies to such other persons as EPA, the State, and Respondent may respectively designate. Communications include, but are not limited to, all documents, reports, approvals, and other correspondence submitted under this Consent Order.

46. EPA and the Respondent each have the right to change their respective Project Coordinator. The other party must be notified in writing at least ten (10) days prior to the change.

47. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and On-Scene Coordinator ("OSC") by the NCP. In addition, EPA's Project Coordinator shall have the authority consistent with the National Contingency Plan, to halt any work required by this Consent Order, and to take any necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the area under study pursuant to this Consent Order shall not be cause for the stoppage or delay of work.

48. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI, as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). The oversight assistant may observe work and make inquiries in the absence of EPA, but is not authorized to modify the Work Plan.

XV. OTHER APPLICABLE LAWS

49. Respondent shall comply with all laws that are applicable when performing the work under this Consent Order. No local, State, or federal permit shall be required for any portion of any action conducted entirely onsite, including studies, where such action is selected and carried out in compliance with Section 121 of CERCLA.

XVI. RECORD PRESERVATION

50. All records and documents in EPA's and Respondent's possession that relate in any way to the Site shall be preserved during the conduct of this Consent Order and for a minimum of ten (10) years after commencement of construction of any remedial action.

51. The Respondent shall acquire and retain copies of all documents that relate to the Site and are in the possession of its employees, agents, accountants, contractors, or attorneys. After this 10 year period, the Respondent shall notify EPA at least ninety (90) days before the documents are scheduled to be

destroyed. If EPA requests that the documents be saved, the Respondent shall, at no cost to EPA, give EPA the documents or copies of the documents.

XVII. DISPUTE RESOLUTION

52. Any disputes concerning activities or deliverables required under this Consent Order shall be resolved as follows: If the Respondent objects to any EPA notice of disapproval or requirement made pursuant to this Consent Order, Respondent shall notify EPA's Project Coordinator in writing of its objections within fourteen (14) days of receipt of the disapproval notice or requirement. Respondent's written objections shall define the dispute, state the basis of Respondent's objections, and be sent certified mail, return receipt requested. EPA and the Respondent then have an additional fourteen (14) days to reach agreement. If an agreement is not reached within fourteen (14) days, Respondent may request a determination by the appropriate EPA Region 8 Director. The Director's determination is EPA's final decision. Respondent shall proceed in accordance with EPA's final decision regarding the matter in dispute, regardless of whether Respondent agrees with the decision. If the Respondent does not agree to perform or does not actually perform the work in accordance with EPA's final decision, EPA reserves the right in its sole discretion to conduct the work itself, to seek reimbursement from the Respondent, to seek enforcement of the decision, to seek stipulated penalties, and/or to seek any other appropriate relief.

53. Respondent is not relieved of its obligations to perform and conduct activities and submit deliverables on the schedule set forth in the Work Plan, while a matter is pending in dispute resolution. The invocation of dispute resolution does not stay stipulated penalties under this Consent Order.

XVIII. DELAY IN PERFORMANCE/STIPULATED PENALTIES

54. Subject to paragraph 65 below, for each day that the Respondent fails to complete a deliverable in a timely manner or fails to produce a deliverable of acceptable quality, or otherwise fails to perform in accordance with the requirements of this Consent Order, Respondent shall be liable for stipulated penalties. EPA may, in its sole discretion, impose a lesser penalty than those set forth below for minor violations. Any reduction in the stipulated penalty shall be solely at EPA's discretion and shall not be subject to dispute resolution. Penalties begin to accrue on the day that performance is due or a violation occurs, and extend through the period of correction. Where a revised submission by Respondent is required, stipulated penalties shall continue to accrue until a satisfactory deliverable is produced. EPA will provide written notice for violations that are not based on timeliness; nevertheless, penalties shall accrue from the day a violation commences. Payment shall be due within thirty (30) days of receipt of a demand letter from EPA.

55. Respondent shall pay interest on the unpaid balance, which shall begin to accrue at the end of the 30-day period, at the rate established by the Department of Treasury pursuant to 30 U.S.C. Section 3717. Respondent shall further pay a handling charge of 1 percent, to be assessed at the end of each 31 day period, and a 6 percent per annum penalty charge, to be assessed if the penalty is not paid in full within ninety (90) days after it is due.

56. Respondent shall make all payments by forwarding a certified or cashier's check made payable to "Bountiful Cleaners Special Account." Each check shall reference the name and address of the party making payment, the Site name (Bountiful/Woods Cross -- Bountiful Cleaners), the EPA Region and SSID and Operable Unit Numbers (#08-8G, OU #02), and the EPA docket number for this action (refer to the first page of this Consent Order), and shall be sent to one of the following:

Via Regular mail: Mellon Bank
EPA Region VIII
Attn: Superfund Accounting
Post Office Box 360859
Pittsburgh, Pennsylvania 15251-6859

Via Express or
Overnight Mail: Environmental Protection Agency 360859
Mellon Client Services Center, Room 670
500 Ross Street
Pittsburgh, Pennsylvania 15262-0001

Wire transfers must be sent directly to the Federal Reserve bank in New York, New York, with the following information:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

57. At the time of payment, Respondent shall send notice that such payment has been made to:
Carol Pokorny, 8ENF-T
Technical Enforcement Program
U.S. EPA, Region VIII
999 18th Street, Suite 300
Denver, CO 80202-2466

58. For the following major deliverables, stipulated penalties shall accrue in the following amounts:

\$250 per day, per violation, for the first seven days of noncompliance;
\$500 per day, per violation, for the 8th through 14th day of noncompliance;
\$1,000 per day, per violation, for the 15th day through the 30th day; and,
\$2,000 per day per violation for all violations lasting beyond 30 days.

- (a) An original and any revised Work Plan;
- (b) An original and any revised Sampling and Analysis Plan;
- (c) An original and any revised Health and Safety Plan; and,
- (d) An original and any revised Remedial Investigation Report.

59. In the event that EPA requires that Respondent submit any additional major deliverable (such as a treatability testing Work Plan), then the schedule for (and stipulated penalties relating to) submission of: (a) such additional major deliverable(s); and, (b) other major or interim deliverables listed above in paragraph 58 or in paragraph 60 below, will be adjusted in the Work Plan.

60. For the following interim deliverables, stipulated penalties shall accrue in the following amounts:

\$250 per day, per violation, for the first week of noncompliance;
\$500 per day, per violation, for the 8th through 14th day of noncompliance;
\$1,000 per day, per violation, for the 15th day through the 30th day of noncompliance; and,
\$2,000 per day per violation for all violations lasting beyond 30 days.

- (a) Weekly Field Oversight Reports;
- (b) Data Validation Reports;
- (c) Data Evaluation and Usability Assessment; and,
- (d) Split Data Comparison Report.

61. In the event that EPA requires that Respondent submit any additional interim deliverable (such as a treatability testing statement of work), then the schedule for (and stipulated penalties relating to)

submission of: (a) such additional interim deliverable(s); and, (b) other interim deliverables listed above in paragraph 60 or major deliverable identified in paragraph 58, above, will be adjusted in the Work Plan.

62. For the monthly progress reports, stipulated penalties shall accrue in the following amounts:

\$250 per day, per violation, for the first week of noncompliance;

\$500 per day, per violation, for the 8th through 14th day of noncompliance;

\$1,000 per day, per violation, for the 15th day through the 30th day; and,

\$2,000 per day, per violation, for all violations lasting beyond 30 days.

63. Respondent may dispute EPA's right to the stated amount of penalties by invoking the dispute resolution procedures under Section XVII herein. Penalties shall accrue, but need not be paid, during the dispute resolution period. If Respondent does not prevail upon resolution, all penalties shall be due to EPA within thirty (30) days of resolution of the dispute. If Respondent prevails upon resolution, no penalties shall be paid.

64. In the event that EPA provides for corrections to be reflected in the next deliverable and does not require re-submission of that deliverable, stipulated penalties for that interim deliverable shall cease to accrue on the date of such decision by EPA.

65. The stipulated penalties provisions do not preclude EPA from pursuing any other remedies or sanctions which are available to EPA because of the Respondent's failure to comply with this Consent Order, including, but not limited to, conduct of all or part of the RI by EPA. Payment of stipulated penalties does not alter Respondent's obligation to complete performance under this Consent Order.

66. If Respondent submits any major or interim deliverable to EPA early or on time, EPA will make a good faith effort to provide formal comments no later than one calendar month from the due date of the deliverable. Irrespective of the time it may take EPA to respond to the submission of any major or interim deliverables, Respondent shall have a reasonable period of time [no less than thirty (30) days] to submit a revised deliverable or otherwise respond to such comments by EPA before the stipulated penalties contemplated by this Section shall apply.

XIX. FORCE MAJEURE

67. "Force majeure," for purposes of this Consent Order, is defined as any event arising from causes entirely beyond the control of the Respondent and of any entity controlled by Respondent, including its contractors and subcontractors, that delays the timely performance of any obligation under this Consent Order notwithstanding Respondent's best efforts to avoid the delay. The requirement that the Respondent

exercise "best efforts to avoid the delay" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring, and (b) following the potential force majeure event, such that the delay is minimized to the greatest extent practicable. Examples of events that are not force majeure events include, but are not limited to, increased costs or expenses of any work to be performed under this Consent Order or the financial difficulty of Respondent to perform such work.

68. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order, whether or not caused by a force majeure event, Respondent shall notify by telephone the Remedial Project Manager or, in his or her absence, the Director, within 48 hours of when the Respondent knew or should have known that the event might cause a delay. Within five (5) business days thereafter, Respondent shall provide in writing the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to mitigate the effect of the delay; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Respondent shall exercise best efforts to avoid or minimize any delay and any effects of a delay. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure.

69. If EPA agrees that the delay or anticipated delay is attributable to force majeure, the time for performance of the obligations under this Consent Order that are directly affected by the force majeure event shall be extended by agreement of the parties, pursuant to Section XXV of this Consent Order, for a period of time not to exceed the actual duration of the delay caused by the force majeure event. An extension of the time for performance of the obligation directly affected by the force majeure event shall not, of itself, extend the time for performance of any subsequent obligation.

70. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, or does not agree with Respondent on the length of the extension, the issue shall be subject to the dispute resolution procedures set forth in Section XVII of this Consent Order. In any such proceeding, to qualify for a force majeure defense, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay was or will be warranted under the circumstances, that Respondent did exercise or is exercising due diligence by using its best efforts to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of paragraph 68.

71. Should Respondent carry the burden set forth in paragraph 68, the delay at issue shall be deemed not to be a violation of the affected obligation of this Consent Order.

XX. REIMBURSEMENT OF FUTURE RESPONSE COSTS

72. Following the issuance of this Consent Order, EPA shall submit to the Respondent, on a periodic basis, an accounting of all Future Response Costs incurred by the U.S. Government with respect to this Consent Order from the effective date of the Consent Order. "Future Response Costs" shall mean all costs, including, but not limited to, all direct and indirect costs that the United States incurs in overseeing sampling and performing sample analysis pursuant to this Consent Order, verifying the work, or otherwise implementing, overseeing, or enforcing this Consent Order, including, but not limited to, payroll costs, contractor costs, travel costs, and laboratory costs. Any necessary summary, including, but not limited to, EPA's SCORPIOS Report or such other cost summary, as certified by EPA, shall serve as basis for payment demands.

73. Respondent shall, within sixty (60) days of receipt of each accounting, remit a certified or cashier's check for the amount of all uncontested costs. If payment is not made within the specified time, interest shall accrue from the date of the accounting. Interest shall continue to accrue until the principal balance and the accrued interest are paid in full. The interest rate is the rate of interest on investments for the Hazardous Substances Superfund in Section 107(a) of CERCLA determined by the Department of Treasury on October 1 of each year. Respondent reserves and retains the right to pursue claims against other "persons" as defined in Section 101(21) of CERCLA for contribution or indemnity for these costs.

74. Respondent shall make payment by forwarding a certified or cashier's check made payable to the "Bountiful Cleaners Special Account." Each check shall reference the name and address of the party making payment, the Site name (Bountiful/Woods Cross - Bountiful Cleaners), the EPA Region and SSID and Operable Unit Numbers (#08-8G, OU #02), and the EPA docket number for this action (refer to the first page of this Consent Order), and shall be sent to one of the following:

Via Regular mail:	Mellon Bank EPA Region VIII Attn: Superfund Accounting Post Office Box 360859 Pittsburgh, Pennsylvania 15251-6859
Via Express or Overnight Mail:	Environmental Protection Agency Mellon Client Services Center, Room 670 500 Ross Street

Pittsburgh, Pennsylvania 15262-0001

Wire transfers must be sent directly to the Federal Reserve bank in New York, New York, with the following information:

ABA=021030004
TREAS NYC/CTR/
BNF=/AC-68011008

75. At the time of payment, Respondent shall send notice that such payment has been made to:
Carol Pokorny, 8ENF-T
Technical Enforcement Program
U.S. EPA, Region VIII
999 18th Street, Suite 300
Denver, CO 80202-2466

76. Copies of the transmittal letter and check should be sent simultaneously to the EPA Project Coordinator.

77. Respondent may contest any costs it believes contains accounting errors, or are inconsistent with the NCP. Respondent shall identify any contested costs and the basis of its objection. All undisputed costs shall be remitted by Respondent in accordance with the schedule set forth above. Disputed costs shall be paid by Respondent into an escrow account while the dispute is pending. Respondent bears the burden of establishing an EPA accounting error or the inclusion of costs inconsistent with the NCP.

XXI. RESERVATION OF RIGHTS AND REIMBURSEMENT OF OTHER COSTS

78. EPA reserves the right to bring an action against the Respondent under Section 107 of CERCLA for recovery of all Future Response Costs incurred by the United States at the Site that are not reimbursed by the Respondent, any costs incurred in the event that EPA performs the RI or any part thereof, and any Future Response Costs incurred by the United States in connection with response activities conducted under CERCLA at this Site.

79. EPA reserves the right to bring an action against Respondent to enforce the Future Response Cost reimbursement requirements of this Consent Order, to collect stipulated penalties assessed pursuant to Section XVIII of this Consent Order, and to seek penalties pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609.

80. Except as expressly provided in this Consent Order, each party reserves all rights and defenses it may have. Respondent specifically reserves its rights and defenses regarding liability or responsibility in any proceedings regarding this Site other than proceedings to enforce this Consent Order. Nothing in this Consent Order shall affect EPA's removal authority or EPA's response or enforcement authorities including, but not limited to, the right to seek injunctive relief, stipulated penalties, statutory penalties, and/or punitive damages.

81. Following satisfaction of the requirements of this Consent Order, Respondent shall have resolved its liability to EPA for the work performed by Respondent pursuant to this Consent Order. Respondent is not released from liability, if any, for any response actions taken beyond the scope of this Consent Order regarding removals, other operable units, remedial design/remedial action of this Site, or activities arising pursuant to Section 121(c) of CERCLA.

XXII. DISCLAIMER

82. By signing this Consent Order and taking actions under this Consent Order, the Respondent does not agree with EPA's Findings of Fact and Conclusions of Law. Furthermore, the participation of the Respondent in this Consent Order, as well as EPA's findings of Fact and Conclusions of Law set forth in this Consent Order, shall not be considered an admission of liability and is not admissible in evidence against the Respondent in any judicial or administrative proceeding other than a proceeding by the United States, including EPA, to enforce this Consent Order or a judgment relating to it. Respondent retains its rights to assert claims against other potentially responsible parties at the Site. However, the Respondent agrees not to contest the validity or terms of this Consent Order, or the procedures underlying or relating to it in any action brought by the United States, including EPA, to enforce its terms.

XXIII. OTHER CLAIMS

83. In entering into this Consent Order, Respondent waives any right to seek reimbursement under Section 106(b) of CERCLA relating to or arising out of conduct of the work under this Consent Order. Respondent also waives any right to present a claim under Sections 111 or 112 of CERCLA. This

Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA. Respondent further waives all other statutory and common law claims against EPA, including, but not limited to, contribution and counterclaims, relating to or arising out of conduct of the work under this Consent Order.

84. Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary or corporation not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the Site. Nothing contained in this Consent Order shall affect any right, claim, interest or cause of action of any party hereto with respect to third parties.

85. Respondent shall bear its own costs and attorneys fees.

86. The parties agree that the Respondent is entitled, upon EPA approval of Respondent's certification that all requirements of this Consent Order have been satisfied, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Order. "Matters addressed" in this Consent Order means the work as defined herein, all Future Response Costs incurred and paid and to be incurred and paid by EPA in connection with the work performed at the Site as provided in this Consent Order. "Matters addressed" specifically excludes those matters set forth in Section XXI (Reservation of Rights) of this Consent Order.

XXIV. INSURANCE AND INDEMNIFICATION

87. (a) Prior to commencement of any work under this Consent Order, Respondent shall secure or ensure that its contractors or subcontractors secure, and shall maintain in force for the duration of this Consent Order, Comprehensive General Liability ("CGL") and automobile insurance, with limits of \$1,000,000 dollars, combined single limit, naming the United States as an additional insured. The CGL insurance shall include Contractual Liability Insurance in the amount of \$1,000,000 per occurrence, and Umbrella Liability Insurance in the amount of \$2,000,000 per occurrence.

(b) Respondent shall also secure or ensure that its contractors or subcontractors also secure, and maintain in force for the duration of this Consent Order, the following:

(1) Professional Errors and Omissions Insurance in the amount of \$1,000,000.00 per occurrence; and,

(2) Pollution Liability Insurance in the amount of \$1,000,000.00 per occurrence, covering as appropriate both general liability and professional liability arising from pollution conditions.

(c) For the duration of this Consent Order, Respondent shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of employer's liability insurance and workmen's compensation insurance for all persons performing work on behalf of the Respondent, in furtherance of this Consent Order.

(d) If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then with respect to that contractor or subcontractor, Respondent need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

(e) Prior to commencement of any work under this Consent Order, and annually thereafter on the anniversary of the effective date of this Consent Order, Respondent shall provide to EPA certificates of such insurance and a copy of each insurance policy.

88. At least seven (7) days prior to commencing any work under this Consent Order, Respondent shall certify to EPA that the required insurance has been obtained by that contractor.

89. The Respondent agrees to indemnify and hold the United States Government, its agencies, departments, agents, and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondent, its employees, agents, servants, receivers, successors, or assignees, or any persons including, but not limited to, firms, corporations, subsidiaries and contractors, in carrying out activities under this Consent Order. The United States Government or any agency or authorized representative thereof shall not be held as a party to any contract entered into by Respondent in carrying out activities under this Consent Order.

XXV. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

90. The effective date of this Consent Order shall be the date it is signed by EPA.

91. This Consent Order may be amended by mutual agreement of EPA and Respondent. Amendments shall be in writing. Project Coordinators do not have the authority to amend the Consent Order.

92. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondent shall be construed as relieving the Respondent of its obligation to obtain such formal approval as may be required by this Consent Order. Any deliverables, plans, technical memoranda, reports (other than progress reports), specifications, schedules and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order.

XXVI. TERMINATION AND SATISFACTION

93. This Consent Order shall terminate when the Respondent demonstrates in writing and certifies to the satisfaction of EPA that all activities required under this Consent Order, including any additional work, payment of Future Response Costs, and any stipulated penalties demanded by EPA, have been performed and EPA has approved the certification. This notice shall not, however, terminate Respondent's obligation to comply with Sections XV – Other Applicable Laws, XVI – Record Preservation, and XX – Reimbursement of Future Response Costs of this Consent Order.

94. The certification referred to in the preceding paragraph shall be signed by a responsible official representing the Respondent. The representative shall make the following attestation:

"I certify that the information contained in or accompanying this certification is true, accurate, and complete."

For purposes of this Consent Order, a responsible official is a corporate official who is in charge of a principal business function.

AGREED TO:

FOR RESPONDENT BOUNTIFUL CLEANERS, INC.

By: SIGNED Date: 3-20-03

Name

President

Title

AGREED TO AND ORDERED:

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY

By: SIGNED Date: 4/2/03

Dale Vodehnal, Director

Superfund Remedial Response Program

Office of Ecosystems Protection and Remediation

U.S. Environmental Protection Agency, Region VIII

BY: SIGNED Date: 3/31/03

Sharon Kercher, Director

Technical Enforcement Program

Office of Enforcement, Compliance and Environmental Justice

U.S. Environmental Protection Agency, Region VIII

By: SIGNED Date: 3/27/03

Michael T. Risner, Director

Legal Enforcement Program

Office of Enforcement, Compliance and Environmental Justice

U.S. Environmental Protection Agency, Region VIII

**THIS DOCUMENT AND IT'S ATTACHMENT WAS FILED IN THE RHC'S OFFICE ON
APRIL 2, 2003.**

EXHIBIT A

STATEMENT OF WORK Bountiful/Woods Cross 5th South PCE Plume Bountiful Family Cleaners - Remedial Investigation Operable Unit #02

I. PURPOSE

The purpose of the remedial investigation (RI) is to investigate the nature and extent of contamination at the site. The contractor shall furnish personnel, services, materials and equipment required to perform RI activities in accordance with this statement of work (SOW) and all applicable regulations and guidance including, but not limited to, OSWER Directive 9355.3-01, 10-88 (Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA). The following work breakdown structure shall be used for project scoping, scheduling, and technical and cost tracking and reporting.

II. REMEDIAL INVESTIGATION

Tasks

1. Project Planning and Support (PP)
 2. Community Relations (CR)
 3. Field Investigation (FI)
 4. Sample Analysis (SN)
 5. Analytical Support and Data Validation (AN)
 6. Data Evaluation (DE)
 7. Remedial Investigation Report (RR)
-

TASK 1: SCOPING, PROJECT PLANNING, AND SUPPORT

This task consists of project scoping and initiation activities, in addition to project support activities. Typical contractor activities under this task include, but are not limited to:

- 1.01 Attending scoping meetings.
- 1.02 Conducting a site visit.
- 1.03 Developing a work plan and associated cost estimate detailing the tasks outlined in this SOW. Additionally, the work plan should include a time line.

- 1.04 Making necessary work plan revisions as a result of EPA comments and/or negotiated agreements under subtask 1.03.
- 1.05 Preparing a site specific Health and Safety Plan (HSP) specifying employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (1)(1) and (1)(2).
- 1.06 Preparing a Sampling and Analysis Plan (SAP) consisting of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP).

At a minimum, the FSP shall describe: 1) the sampling program, sampling rationale, and sampling locations; and, 2) sampling methods and procedures.

At a minimum, the QAPP shall discuss: 1) project management, including Data Quality Objectives (DQOs) using the latest version of EPA QA/R-5; 2) measurement and data acquisition; 3) assessment and oversight; and, 4) data validation/review and usability.

TASK 2: COMMUNITY INVOLVEMENT

Not Applicable

TASK 3: FIELD INVESTIGATION

This task consists of collecting environmental samples in support of the Remedial Investigation. The contractor will collect data to: 1) further identify and define contaminant sources; and, 2) delineate the extent, volume and concentration of contamination and likely sources. Typical contractor activities include, but are not limited to:

- 3.01 Collecting soil and groundwater samples on site and adjacent to the Bountiful Family Cleaners property. This work will be phased. Specifically:

Phase 1. Collect soil borings (screened every 5 feet to determine soil samples requiring laboratory analysis) within the Bountiful Family Cleaners property, including but not limited to taking samples in, under, and around the existing Bountiful Family Cleaners building, in the parking lot near the former underground storage tank and along the original and existing sewer lines originating from the building and connecting to the main line on 500 West Street. Install one strategically placed temporary monitoring well on the Bountiful Family Cleaners property. This well and the two temporary wells installed by CDM Federal Programs (EPA's contractor)

placed just north (on the David Early Property) and just south (on the parking strip between Bountiful Family Cleaners property and the bank) will be sampled and analyzed for volatile organic compounds, specifically PCE and its break down products.

Potential investigations. Additional sampling may occur if the parties are in agreement. That additional sampling may include: collecting additional groundwater samples within the Bountiful Family Cleaners property. Well locations will be determined after results from the Phase 1 sampling are available. sampling on the David Early property directly south of the Bountiful Family Cleaners Property; collect soil and groundwater samples adjacent to the main sewer line traveling north and south along 500 West Street: collect samples between 500 South Street and 100 North Street; collect an up gradient groundwater sample east of 500 West Street at approximately 425 West Street and 200 South Street.

- 3.02 Collect split samples: Split and co-located samples will be collected by the contractor and sent to a CLP laboratory. The contractor shall collect split samples at a frequency of 10% to 20%.
- 3.03 Prepare technical oversight reports: The contractor shall submit weekly oversight reports. The reports shall consist of field observations, sampling summaries, etc. The contractor shall develop a standard report form and deliver the oversight report (hard copy and electronic) to EPA within 5 business days of the observation period.

TASK 4: SAMPLE ANALYSIS

This task consists of analytical sample analysis. The contractor may utilize, or be directed to utilize, a variety of mechanisms to implement this task including: 1) field screening using mobile facilities or field portable equipment; and/or, 2) commercial analytical testing laboratories.

Analytes/compounds of interest include, but are not limited to, volatile organics. The contractor will coordinate laboratory assignments with EPA's sample broker and/or EPA's Regional Sample Control Center coordinator, for split samples.

TASK 5: ANALYTICAL SUPPORT AND DATA VALIDATION

This task consists of scheduling, coordinating, tracking, and overseeing sample analyses and data validation/review. Typical contractor activities include, but are not limited to:

- 5.01 Preparing, and shipping environmental samples collected under Task 3 in accordance with the Field Sampling Plan (FSP) (developed under Task 1).
- 5.02 Coordinating with EPA's Sample Broker and/or the Regional Sample Control Center coordinator regarding analytical testing and quality assurance issues.
- 5.03 Providing sample management including chain-of custody procedures, information management, sample retention, and 10-year data storage.
- 5.04 Performing data validation/review. Data validation/review will be in accordance with the EPA Functional Guidelines for Inorganic and Organic Data Validation. Data validation/review will consist of the following:

ANALYTICAL TYPE	PERCENT VALIDATED	PARAMETERS
Organics	100%	holding times sample temperature sample preservation lab method/prep. blanks surrogate compounds Matrix spikes & matrix spike dup's Lab control samples Field duplicates Equip & trip blanks Internal standards Initial and continuing Calib. Std's
Organics	10%	Instrument run log Instrument tuning results Internal std's from raw data sheets Internal and continuing calib. Std's from raw data sheets Chromatograms/instrum. printouts

- 5.05 Review data for usability and DQO compliance.
- 5.06 A case narrative, validation summary, and usability assessment with reference to DQOs will be incorporated into the remedial investigation report.

TASK 6: DATA EVALUATION AND INTERPRETATION

This task requires the contractor to compile its sampling data and compare results to split data. The contractor shall issue evaluation/interpretation reports to EPA (written and electronic) within 10 business days of receipt of analytical data. Additionally, the contractor shall calculate relative percent differences (RPDs) and identify analytical results above established action limits. Note: This task does not require a geostatistician to complete.

TASK 7: REMEDIAL INVESTIGATION (RI) REPORT

The contractor shall create a remedial investigation report (electronic and hard copy), see Tasks 3.01 and 5.06.

III. DELIVERABLES

This list is the major deliverables required by the SOW. It is not necessarily inclusive of all submittals that will be provided to EPA by the contractor. Dependent on the work approved by EPA under the work plan, all of these deliverables may not be tasked.

1. (Task 1.03) Work Plan
2. (Task 1.05) Health and Safety Plan
3. (Task 1.06) Sampling and Analysis Plan - Quality Assurance Project Plan (QAPP) and Field Sampling Plan (FSP)
4. (Task 3.03) Weekly field oversight report(s)
5. (Task 5.04) Data validation report(s)
6. (Task 6) Split data comparison report(s)
7. (Task 7) Remedial Investigation Report